



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: EMPLOYER FINANCIAL ANALYSIS TOOLS

CONTRACT NUMBER: CSP904513

EFFECTIVE DATES: 07/1/13 TO 6/30/14

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP904513 that opened on March 13, 2013. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Bureau of Workers' Compensation as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Therese Gallego, CPPB
therese.gallego@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

MUTUALLY AGREED UPON REVISIONS.

TERM OF CONTRACT. Once awarded, the term of the Contract will be from July 1, 2013 through June 30, 2014. Any renewals will be by mutual agreement between the Contractor and DAS on behalf of Ohio BWC for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed three (3) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively, referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project. For the avoidance of doubt, the parties acknowledge that the Project is not a work for hire engagement but rather a subscription to products and services offered by the Offeror.

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the referenced State agencies to perform substantially identical services for the referenced State agencies such that the Project duplicates the work done or to be done under the other contracts.

BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES. The parties acknowledge that this provision is not applicable to this contract.

OWNERSHIP OF CUSTOM DELIVERABLES. All custom deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

Notwithstanding the foregoing, the parties acknowledge that this provision is not applicable and that no custom deliverables will be provided to the State under this Contract and RFP.

LICENSE IN COMMERCIAL MATERIAL. The parties acknowledge the following License in Commercial Materials provision under Part Three: (1) does not apply to the products and services offered by the Offeror; and (2) shall be deleted in its entirety and replaced with "INTENTIONALLY DELETED".

STANDARDS OF PERFORMANCE AND ACCEPTANCE. The parties acknowledge the Standards of Performance and Acceptance provision under Part Five: (1) does not apply to the products and services offered by the Offeror; and (2) shall be deleted in its entirety and replaced with "INTENTIONALLY DELETED".

ENTIRE DOCUMENT. This Contract, including the Moody's Terms of Agreement dated July 1, 2013 by and between Moody's Analytics, Inc. and State of Ohio, Department of Administrative Services on behalf of the Ohio Bureau of Workers' Compensation (Moody's Agreement No. 71454) and the Moody's Order Form dated July 1, 2013 (Moody's Agreement No. 71383) is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of Moody's under this Contract will: (1) Will be the primarily responsibility of the Contractor, though some or all of its responsibilities may be delegated to third parties, provided the Contractor will remain primarily responsible for the completion of its obligations; and (2) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations as they pertain to the performance hereunder, including those of the State regarding conduct on any premises under the State's control; and (4) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The products and services provided hereunder are "as is" without warranty of any kind, Offeror and its licensors make no representation or warranty, expressed or implied, to the State, the users, or any person or entity as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of the information. Under no circumstances shall Moody's, its licensors, or any of Moody's Affiliates, directors, officers, employees or agents ("Moody's Parties") have any liability to Subscriber, users, or any other person or entity for any loss, damage or other injury in whole or in part caused by, resulting from or relating to, any error (negligent or otherwise), or any other circumstances or contingency within or outside the control of Moody's or any of the Moody's Parties or licensors, in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of the information. Notwithstanding the foregoing, Subscriber expressly agrees that the following limitation of remedies is an essential part to the consideration bargained for under this Agreement. The entire liability of the Moody's Parties, and Subscriber's exclusive remedy, for any errors or omissions in the information is for Moody's to provide Subscriber, if possible using commercially reasonable efforts, with corrected information.

INDEMNITY. MOODY'S shall indemnify, defend and hold Subscriber harmless from and against any and all losses, liabilities, claims, demands, damages, costs, expenses (including reasonable attorneys' fees) and money judgments ("Damages") incurred by or rendered against Subscriber pursuant to claims by third parties to the extent arising out of the infringement of any copyright, trade secret or other intellectual property right by the Information as provided to Subscriber by MOODY'S and as used by Subscriber in compliance with the terms of this Agreement, provided, however, that Subscriber, upon receipt of notice of a claim that could result in MOODY'S indemnifying Subscriber pursuant to this Section, gives prompt written notice to MOODY'S of the existence of such claim and permits MOODY'S to solely conduct the defense of such claim and any settlement negotiations relating thereto. Moody's has no obligation to indemnify Subscriber in connection with any settlement made without Moody's prior written consent. In the event that any Information becomes, or in MOODY'S opinion is likely to become, the subject of any such claim, MOODY'S may, at its option and expense, (i) modify such Information in any manner deemed advisable by MOODY'S, or (ii) remove such Information from the Information to be provided to Subscriber, and Subscriber must promptly cease use of the unmodified or removed Information.

Pursuant to ORC Section 109.02, mutually agreeable counsel shall defend Subscriber against any such claims. If Moody's and Subscriber are unable to agree on counsel, Subscriber's counsel may defend Subscriber at Subscriber's expense and, in such event, Subscriber and Moody's shall jointly defend Subscriber provided that Moody's shall control all substantive defenses to any claim subject to this provision.

LIMITATION OF LIABILITY. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind, except for lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages. In no event shall Moody's or the Moody's Parties aggregate liability arising from this agreement, regardless of the cause of the loss or injury and regardless of the legal right claimed to have been violated exceed the aggregate fees and charges paid by the Subscriber to Moody's or the Moody's Parties during the twelve month period preceding the date on which the relevant claim accrued. No Licensor shall be liable directly or indirectly to Subscriber for any claims, losses or liability whatsoever relating in any way to the information. The foregoing limitations on liability in this section shall not apply to MOODY'S indemnification obligation for intellectual property infringement pursuant to Section 16 below.

OHIO ETHICS AND ELECTIONS LAW.

1. Ethics Law

All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the state of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

2. Political Contributions

The Contractor affirms in its cover letter that, as of the effective date of the Contract, as applicable to the Contractor, all persons listed in Division (I), (J), (Y) and (Z) of Chapter 3517.13 of the Revised Code are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

Employer Financial Analysis Tools
 CSP904513

UNSPSC CATEGORY CODE: 84000000, 43231600, 93151500
 OAKS ITEM NUMBER: 25137

Description	Cost
Annual Fee	\$ 320,743.00

All costs must be in U.S. Dollars.
 The State will not be responsible for any costs not identified.
 There will be no additional reimbursement for travel or other related expenses.

The pricing below (Table 1) will provide the State of Ohio Bureau of Workers' Compensation with access to an approximate range of 2,000 to 5,000 employers for the initial term renewable annually. Moody's CreditEdge Plus and RiskCalc service fees are charged annually and includes access for four (4) users at the State of Ohio Bureau of Workers' Compensation.

Employers or Obligor	Annual Fee
2,001 – 3,000	\$321,743.00
3,001 – 4,000	\$362,628.00
4,001 – 5,000	\$417,928.00

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP904513-1 (06/30/14)

3954
 Moody's Analytics
 7 World Trade Center
 250 Greenwich Street
 New York, NY 10007

TERMS: Net 30

CONTRACTOR'S CONTACT:

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